



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

LANDLORD AND TENANT—DEFECTIVE CONSTRUCTION OF BUILDING—DAMAGES—LIABILITY OF LANDLORD.—*LEVINE v. MCCLENATHAN*, 92 ATL. (PA.) 317.—*Held*, where a tenant's stock of merchandise was damaged from leakage of water, due to defective construction existing when the lease was executed, and where there was no covenant of warranty that the building was in a tenantable condition, or provision requiring the landlord to repair, the landlord was not liable.

Where a landlord agrees to make repairs, which he subsequently refuses to make, he is liable for all injuries caused by his failure to make them. *Mason v. Howes*, 122 Mich. 329. A landlord who at the request of his tenant undertakes to make repairs is liable for the negligent conduct of the work to the same extent as if he were bound by the lease to do the work. *Wertheimer v. Saunders*, 95 Wis. 573. A landlord is liable for injuries to property caused by his failure to repair any part of the premises which is reserved by him for the use of all the tenants in the building. *Karp v. Barton*, 164 Mo. App. 389. The landlord is not always exempt from liability for damage due to the defective condition of the premises existing when the lease was executed. If a landlord, with knowledge that the premises are defective or dangerous and that such defect is not discoverable by the tenant by the use of ordinary care, rents such premises, concealing such knowledge, he is liable to the tenant for injuries sustained therefrom. *Holzhauser v. Sheeny*, 31 Ky. Law Rep. 1238. Moreover, a landlord who permits another tenant to make alterations will be liable for the property of a tenant destroyed or injured by negligence in the making of these alterations. *Blickley v. Luce*, 148 Mich. 233. That the landlord is not bound to repair in the absence of an agreement on his part to do so, is well settled. *Weinsteine v. Harrison*, 66 Tex. 546; *Opdyke v. Prouty*, 6 Hun (N. Y.) 242.

MARRIAGE—ANNULMENT—FRAUD CONCERNING HEALTH.—*SOBOL v. SOBOL*, 150 N. Y. SUPP. 248.—*Held*, that it was fraud, justifying the annulment of a marriage, for the man to conceal the fact that he was afflicted with tuberculosis.

A court of chancery may annul a marriage because of fraud. *Tefft v. Tefft*, 35 Ind. 44; *Wightman v. Wightman*, 4 Johns. Ch. (N. Y.) 343; *Clark v. Field*, 13 Vt. 460. The general rule is that such fraud must go to an essential element of the marriage relation. *Smith v. Smith*, 171 Mass. 404; *Crane v. Crane*, 62 N. J. Eq. 21; *Lyon v. Lyon*, 230 Ill. 366. Under this rule the fraudulent concealment of a chronic venereal disease will be ground for annulling the marriage, because of the contagious and loathsome nature of the disease and the danger of its transmission to the offspring. *Smith v. Smith*, *supra*; *Crane v. Crane*, *supra*; *Ryder v. Ryder*, 66 Vt. 158. But misrepresentations as to the party's social standing or as to his previous character have been held not sufficient to annul the marriage. *Weir v. Still*, 31 Iowa 107; *Beckley v. Beckley*, 115 Ill. App. 27. In the case of *Lyon v. Lyon*, *supra*, a fraudulent representation that the party had been cured of epilepsy was held not sufficient under the above